

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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PRATIK PATEL, individually and as a
shareholder of PAN KING, Inc. d/b/a NY Chicken &
Rice; LALIT PATEL, individually and as a partner of
PAN KING, Inc. d/b/a NY Chicken & Rice

Plaintiffs

DOCKET #
2:21-cv-00759-JS-SIL

-against-

NODDY SINGH, ARJUN SINGH, individually and as
shareholders of PAN KING, Inc. d/b/a NY Chicken &
Rice

Defendants.

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**DEFENDANTS NODDY SINGH, AND, ARJUN SINGH'S STATEMENT OF
UNDISPUTED MATERIAL FACTS**

Pursuant to Local Civil Rule 56.1 of the Local Rules of the United States District
Courts for the Southern and Eastern Districts of New York, Defendants **NODDY SINGH,**
ARJUN SINGH ("SINGHS") (collectively, "Defendants") respectfully submit this Statement
of Undisputed Material Facts in support of their motion for summary judgment against
Plaintiff PRATIK PATEL's ("PATEL" or "Plaintiff") Complaint:

1. Patel signed a shareholder agreement. (See Patel deposition pg. 7 :14-16).
2. Patel met Singhs three or more times before signing the shareholder agreement. (See Patel deposition I pg.21:1-7).
3. As per agreement the shareholders of PAN KING, INC. are Singhs, and Patel. (See Patel deposition pg. 7 :17-25, pg.8: 1-4).

4. As per agreement Patel is a shareholder of PAN KING, INC. with a 25% share in the company and Singhs each have 37.5% share in the company. (See Patel deposition pg. 7 :17-25, pg.8: 1-4).
5. As per agreement Patel was required to work 48 hours per week. (See Patel deposition pg.8: 10-12).
6. Patel was paid minimum wage for the hours that he worked. (See Patel deposition pg.56: 9-25, pg.57:1-25).
7. Patel didn't keep track of the number of hours he worked, although he did for other employees. (See Patel deposition pg.57:1-25).
8. Patel left for India between July 19 to July 29 for seven or nine days to get married. (See Patel deposition pg.87: 13-15, pg.88 :5-8, pg.89: 7-17).
9. During the time Patel took his trip to India he was not able to work the required minimum 48 hours. (See Patel deposition pg.89: 7-17).
10. Patel worked for Pan King Inc., from December 16, 2017 until there came a point in time when he decided to leave in January 2020. (See Patel deposition pg.11: 22-25, pg.12 :1-25, pg.13 :1-7 pg.101: 1-3).
11. At one point there was a significant drop in sales for Pan King, Inc. (See Patel deposition pg.81: 8-19).
12. On or about December 2019 to January 2020 Patel stopped working for Pan King Inc. (See Patel deposition pg.101: 1-3).
13. Patel stopped working for Pan King Inc. because he was not making a profit, his salary was not enough and he decided to move to New Jersey. (See Patel deposition pg.101: 4-7, pg.102, pg.103).
14. Patel did not provide any written notice before leaving Pan King, Inc. (See Patel I deposition pg.201: 22-25).
15. Patel was married in India on February 9, 2020. (See Patel deposition I pg.176: 13-22).

16. Patel moved to New Jersey in March of 2020. (See Patel deposition I pg.174:19-25).
17. Patel wanted to “move out” from the business after he came back from his trip to India. (See Patel deposition I pg.202:5-12).
18. Patel was an executive in the company who owned more than twenty (20%) percent of the shares. (See Patel deposition pg.7: 22-24, pg.60 :6-9).
19. Patel was the individual who signed the certificate of incorporation for Pan King, Inc. (See Patel deposition I pg.111: 3-19).
20. In 2017 Pan King, Inc. had seven employees (See Patel deposition pg.14: 1-8).
21. Patel told an employee Mr. Hossain, what hours to work, and directed his work. (See Patel deposition pg.41:17-24).
22. Patel retrieved cash to pay the salary of employees with no one else present. (See Patel deposition pg.36:15-25).
23. Patel received cash and check as compensation, including compensation for tips. (See Patel depositionpg.27:1-5, pg.46:6-18, pg.47:3-13).
24. Patel was given a predetermined fixed salary which was \$550 every week for the work he did before he left. (See Patel deposition pg. 54:22-25, pg.55, pg56).
25. Patel cashed out from the register at the end of his shift (See Patel deposition pg. 41:6-10).
26. Patel took cash from the basement safe with no oversight (See Patel deposition pg. 37:11-14).
27. Patel knew other employees were making minimum wage (See Patel deposition pg. 53:8-20).
28. Patel was given a decent salary (See Patel deposition pg. 55:5-14).
29. Patel was paid minimum wage (See Patel deposition pg.56:14-20).
30. Patel worked a maximum of 60 hours per week (See Patel deposition pg.56:21-24).
31. Patel hired Rehman Mohammed to work for Pan King, Inc. (See Patel deposition pg.94 :11-20).

32. Patel directed Singhs to bring inventory to Pan King, Inc. (See Patel deposition pg. 76:13-18, pg.89: 12-16, pg.95: 21-23, pg.96 : 16-18, pg.97 :17-19).
33. Patel brought inventory himself at least once a month by using the company debit card. (See Patel deposition I pg.43:5-25).
34. Patel had access to the company credit card for which he knew the pin number. (See Patel deposition I pg.44:3-10).
35. Patel signed checks for Pan King, Inc. he had access to the bank accounts. (See Patel deposition I pg.45:5-25).
36. Patel took days off without consulting with anybody. (See Patel deposition pg.98:17-25, pg.99:1-2).
37. Patel kept payroll and attendance records for all employees who were working for Pan King Inc. (See Patel deposition pg. 106:11-25, pg.107:1-9).
38. Patel told several employees, including but not limited to Mr. Rehman, Carlos, Raj, Ashish, Veronica, how much to cook and what to do. (See Patel deposition pg. 107:10-25, pg.108, 109).
39. Patel made schedules for employees of Pan King, Inc. on multiple occasions. (See Patel deposition pg.93: 17-25, pg.95, pg.96, pg.97, pg.98, pg. 99, pg.100).
40. Patel fired employee Varun and recorded his identification (See Patel deposition pg.93: 1-5).
41. Patel took days off on his own accord (See Patel deposition pg.98:17-20).
42. Patel made schedules for Singhs and told them when they should or should not come into work. (See Patel deposition pg. 75: 7-13, pg.93: 17-25, pg.95, pg.96, pg.97, pg.98, pg. 99, pg.100).
43. Singhs were compensated the same amount as Patel. (See Patel deposition pg. 77:5-11).
44. After the expansion of Pan King, Inc. it started to take losses and the business had difficulty making rent. (See Patel deposition I pg.200:8-24, pg. 201:1-4).

45. Renovating, construction, seating, flooring was done by Singhs (See Patel deposition pg.78:12-18).
46. Patel stated he would share in the losses of the company. (See Patel deposition I pg. 167:5-10).
47. Patel left the company in December of 2019. (See Patel deposition I pg. 202:7-19).
48. Patel received and acknowledged a text pertaining to the losses sustained by King after he left. (See Patel deposition pg. 102:4-25).
49. On December 16, 2020 defendants served a demand pursuant to N.Y. Bus. Corp. Law § 624.

Respectfully submitted,

/s/ Bobby Walia

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